

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

O&R CONSTRUCTION, LLC, Individually  
and on Behalf of All Others Similarly Situated,

Plaintiff,

vs.

DUN & BRADSTREET CREDIBILITY  
CORPORATION, et al.,

Defendants.

No.2:12-cv-02184-TSZ

CLASS ACTION

[PROPOSED] ORDER CERTIFYING A  
CLASS, PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR  
NOTICE

WHEREAS, an action is pending before this Court captioned *O&R Construction, LLC v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:12-cv-02184-TSZ (the “*O&R Construction Action*”);

WHEREAS, four other putative class action cases arising out of similar facts and circumstances as alleged in the *O&R Construction Action* were subsequently filed in federal courts around the country and transferred to the Western District of Washington, styled as follows:

- (a) *Die-Mension Corp. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-00855-TSZ;
- (b) *Vinotemp Int’l Corp., et al. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01021-TSZ;
- (c) *Altaflo, LLC v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01288-TSZ; and
- (d) *Flow Sciences Inc. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01404-TSZ (collectively with the *O&R Construction Action*, the “*Actions*”);

WHEREAS, the Parties in the Actions, having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of the Actions, in accordance with a Second Amended Stipulation of Settlement, dated as of March 2, 2017 (the “*Agreement*”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Actions and for dismissal of the Actions with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Agreement and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Agreement and does hereby preliminarily approve the Settlement set forth therein, subject to further consideration at the Final Approval Hearing described below.

2. A hearing (the “Final Approval Hearing”) shall be held before this Court on \_\_\_\_\_, at \_\_\_\_\_ [a date that is at least 100 calendar days from the date of this Order], at the United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington 98101, to determine: (a) whether the proposed Settlement of the Actions on the terms and conditions provided for in the Agreement is fair, reasonable and adequate to the Settlement Class and should be approved by the Court; (b) whether a judgment, as provided in ¶2.19 of the Agreement, should be entered; (c) the amount of Attorneys’ Fees and Expenses that should be awarded to Class Counsel; and (d) the amount of service awards to be awarded to Class Representatives. The Court may adjourn the Final Approval Hearing and will provide notice of such adjournment on the Settlement Administrator’s website without further notice to members of the Settlement Class.

3. Upon review of the record, the Court preliminarily finds that the Settlement resulted from arm’s-length negotiations between highly experienced counsel and falls within the range of possible approval. The Court hereby preliminarily approves the Settlement, subject to further consideration at the Final Approval Hearing. The Court preliminarily finds that the Settlement raises no obvious reasons to doubt its fairness and provides a reasonable basis for presuming that the Settlement satisfies the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure and due process.

4. The Court hereby certifies, for settlement purposes only, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Settlement Class defined as follows:

All Persons in Washington State, Ohio, New Jersey, North Carolina and California who purchased a CreditBuilder Product between August 1, 2010 and January 24, 2017 and who do not request exclusion from the Settlement.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, Plaintiffs are appointed as representatives of the Settlement Class, and Plaintiffs’ Counsel: Robbins Geller Rudman & Dowd LLP; Stritmatter Kessler Whelan Koehler Moore Kahler;

Shanberg, Stafford & Bartz LLP; and Landskroner • Grieco • Merriman, LLC are appointed as Class Counsel for the Settlement Class.

6. With respect to the Settlement Class, the Court finds, solely for purposes of effectuating the Settlement, that the prerequisites for a class action under Rules 23(a) and 23(b)(3) have been satisfied as: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Actions is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class Members; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Actions.

7. If the Court fails to approve the Settlement or the Settlement otherwise fails to become effective for any reason, then the certification of the Settlement Class, appointment of Class Counsel and approval of Plaintiffs as suitable representatives shall automatically be rescinded and withdrawn as if it had never been ordered, the Actions shall proceed as though the Settlement Class had never been certified pursuant to the Agreement and this Order and such findings had never been made, and Defendants shall retain all rights they had immediately preceding the execution of the Settlement Term Sheet to object to the maintenance of the Actions as class actions.

8. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the "Class Notice") and the Postal Notice annexed hereto as Exhibits A-1 and A-2, respectively. The Court finds that emailing the Class Notice to all Settlement Class Members for whom Defendants have email addresses, the posting of the Class Notice on the Settlement Website,

1 <http://dandbcreditbuilderlawsuit.com>, and the mailing of the Postal Notice, substantially in the  
 2 manner and form set forth in this Order, meet the requirements of Federal Rule of Civil Procedure 23  
 3 and due process, and are the best notice practicable under the circumstances and shall constitute due  
 4 and sufficient notice to all Persons entitled thereto.

5 9. It shall be solely Class Counsel's responsibility to provide notice to the Settlement  
 6 Class in accordance with the Agreement and this Order. Settlement Class Members shall have no  
 7 recourse as to the Released Parties with respect to any claims they may have that arise from any  
 8 failure of the notice process.

9 10. The firm of Gilardi & Co. LLC ("Settlement Administrator") is hereby appointed to  
 10 supervise and administer the notice procedure, as well as sending Awards to Settlement Class  
 11 Members, as provided for in the Agreement and this Order.

12 11. Defendants have provided records in Excel format, containing the names and  
 13 addresses, and email addresses, of all Persons in Washington State, Ohio, New Jersey, North  
 14 Carolina and California who purchased a CreditBuilder Product during the Class Period along with  
 15 their purchase and refund/credit information ("Settlement Class Member Records"). The Settlement  
 16 Administrator shall continue to treat these records as confidential and shall not disclose these records  
 17 to any person or entity except as may be consented to by Defendants, or authorized by Court order.  
 18 The Settlement Administrator shall use these records solely for the purposes of providing direct  
 19 notice to Settlement Class Members, in accordance with any notice plan ordered by the Court, and  
 20 for distributing Awards to Settlement Class Members. No copies of files containing these records  
 21 may be made, nor may these records be utilized by the Settlement Administrator for any other  
 22 purpose. Within thirty (30) days after the completion of its obligations to administer the Settlement,  
 23 the Settlement Administrator shall destroy the records mentioned in this paragraph and shall certify  
 24 in writing to counsel for Plaintiffs and Defendants that it has done so.

25 12. Not later than \_\_\_\_\_, 2017 [fifteen (15) business days after the Court signs this  
 26 Order] (the "Notice Date"), the Settlement Administrator shall: (i) commence dissemination of the

Postal Notice, substantially in the form annexed hereto, by First-Class Mail to all Settlement Class Members who can be reasonably identified from the Settlement Class Member Records provided to the Settlement Administrator by Defendants; (ii) email the Class Notice to all Settlement Class Members who can be reasonably identified from the Settlement Class Member Records provided to the Settlement Administrator by Defendants; (iii) email or mail the Class Notice to anyone who requests a copy thereof; and (iv) post the Class Notice and this Order on its website at <http://dandbcreditbuilderlawsuit.com>.

13. No later than seven (7) calendar days prior to the Final Approval Hearing, Class Counsel shall obtain from the Settlement Administrator, and file with the Court, an affidavit attesting that notice was effectuated pursuant to and consistent with this Order.

14. All Settlement Class Members shall be bound by all determinations and judgments in the Actions concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

15. Any Settlement Class Member who intends to object to the fairness of the Settlement must do so in writing. Any written objection must be filed with the Clerk of the United States District Court for the Western District of Washington, 700 Stewart Street, Suite 2310, Seattle, Washington 98101, and served on counsel for the Parties identified in the Class Notice such that it is received by counsel on or before \_\_\_\_\_, 2017 [sixty-five (65) calendar days after the Notice Date] (“Objection Date”).

16. The written objection must include: (a) the name, address, and telephone number of the objector; (b) a statement of whether the objector intends to appear at the Final Approval Hearing, either in person or through his, her or its counsel; (c) a statement of the objection and the grounds supporting the objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) the objector’s signature.

17. Any Settlement Class Member who files and serves a written objection by the Objection Date may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member’s expense, to object to any aspect of the Settlement, Plaintiffs’

Counsel's request for Attorneys' Fees and Expenses or the request for service awards to Class Representatives. Settlement Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on the Parties' counsel identified in the Notice, and file the notice of intention to appear with the Court, no later than twenty (20) days before the Final Approval Hearing, or as the Court may otherwise direct.

18. Any member of the Settlement Class who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived and forfeited any and all rights he, she, or it may have to appear separately and/or to object, and shall be bound by all the terms of this Order and the Agreement and by all proceedings, subsequent orders and judgments, including, but not limited to, the release of the Released Claims.

19. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or "opt out" from the Settlement Class. Any such Person must submit to the Settlement Administrator a signed request for exclusion ("Request for Exclusion") that is postmarked no later than \_\_\_\_\_, 2017 [sixty-five (65) calendar days after the Notice Date] (the "Opt Out Date"). A Request for Exclusion must state: (i) the name, address, and telephone number of the Person requesting exclusion; (ii) a statement that such Person wishes to be excluded from the Settlement Class; and (iii) the signature of such Person.

20. Any Settlement Class Member who does not submit a valid and timely written Request for Exclusion in the manner set forth in this Order shall be bound by all subsequent proceedings, orders and the Final Judgment and Order Approving Settlement in these Actions, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendants relating to the Released Claims.

21. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this Order shall not: (a) be bound by any orders or judgments entered in the Actions relating to the Settlement; (b) be entitled to an Award from the Net Settlement Fund, or be affected by, the

1 Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of  
2 the Settlement.

3 22. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel  
4 with a final list of all timely Requests for Exclusion within seven (7) calendar days after the Opt Out  
5 Date. Plaintiffs shall file the final list of all timely Requests for Exclusion prior to or at the Final  
6 Approval Hearing.

7 23. Robbins Geller Rudman & Dowd LLP shall be appointed as Escrow Agent. The  
8 Escrow Agent shall maintain the Escrow Account as a segregated account containing the Settlement  
9 Amount plus any accrued interest.

10 24. Upon receipt, the Escrow Agent shall invest the Settlement Amount as provided for in  
11 the Agreement. All risks related to the investment of the Settlement Fund in accordance with the  
12 investment guidelines set forth in the Agreement shall be borne by the Settlement Fund, and the  
13 Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to  
14 investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow  
15 Agent.

16 25. The Escrow Agent shall not disburse the Settlement Fund except as provided in the  
17 Agreement, by an order of the Court, or with the written agreement of Defendants' Counsel.

18 26. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*  
19 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such  
20 funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

21 27. All opening briefs and supporting documents in support of the Settlement, and any  
22 application by Plaintiffs' Counsel for Attorneys' Fees and Expenses or by Class Representatives for  
23 their service awards shall be filed and served by \_\_\_\_\_, 2017 [fifty (50) calendar days after the  
24 Notice Date]. Replies to any objections shall be filed and served by \_\_\_\_\_, 2017 [seven (7)  
25 calendar days prior to the Final Approval Hearing].  
26



28. The Defendants, Released Parties and Defendants' Counsel shall bear no responsibility for any application for Attorneys' Fees or Expenses submitted by Class Counsel or Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

29. At or after the Final Approval Hearing, the Court shall determine whether any application for Attorneys' Fees and Expenses and service awards to Class Representatives shall be approved.

30. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Agreement.

31. In the event the Settlement is not approved by the Court, the Settlement is terminated pursuant to the terms set forth in the Agreement, or the Settlement otherwise fails to become effective for any reason, the Escrow Agent will: (i) immediately cease incurring costs reimbursable from the Settlement Fund; and (ii) refund the Settlement Fund on a *pro rata* basis to the respective Settlement Payers from which it received the Settlement Fund, including all accrued interest thereon, less Notice and Administration Expenses (not to exceed \$83,000) and Taxes and Tax Expenses paid, incurred, or due and owing in connection with the Settlement within fourteen (14) calendar days of written notice by Defendants' Counsel and pursuant to written instructions from Defendants' Counsel as provided for in the Agreement.

32. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with Settlement, whether or not consummated, shall be construed as an admission or concession of any kind by any of the Parties. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with Settlement, may be offered against any of the Parties as evidence of, or construed as or deemed to be evidence of, any presumption, concession or admission by any of the Parties regarding any issue whatsoever including: (i) whether the proposed classes in the Actions were appropriate for class certification; (ii) the validity of any allegation or claim that was, could have been or will be asserted against any of

the Defendants; (iii) liability, negligence, fault, or wrongdoing of any kind; and (iv) the existence or scope of any damages.

33. The Court reserves the right to adjourn the date of the Final Approval Hearing and will provide notice of such adjournment on the Court's website without further notice to the members of the Settlement Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

34. Pending final determination of whether the proposed Settlement should be approved, neither Plaintiffs nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Defendants, any action or proceeding in any court or tribunal asserting any of the Released Claims.

### ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE THOMAS S. ZILLY  
UNITED STATES DISTRICT JUDGE

Presented by:

STUART A. DAVIDSON (admitted *pro hac vice*)  
HOLLY W. KIMMEL (admitted *pro hac vice*)  
ROBBINS GELLER RUDMAN & DOWD LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, FL 33432  
Telephone: 561/750-3000  
561/750-3364 (fax)  
Email: sdavidson@rgrdlaw.com  
hkimmel@rgrdlaw.com

1 THEODORE J. PINTAR (admitted *pro hac vice*)  
2 THOMAS E. EGLER (admitted *pro hac vice*)  
3 FRANK J. JANECEK, JR. (admitted *pro hac vice*)  
4 CHRISTOPHER COLLINS (admitted *pro hac vice*)  
5 ROBBINS GELLER RUDMAN & DOWD LLP  
6 655 West Broadway, Suite 1900  
7 San Diego, CA 92101-3301  
8 Telephone: 619/231-1058  
9 619/231-7423 (fax)  
10 Email: tedp@rgrdlaw.com  
11 tome@rgrdlaw.com  
12 frankj@rgrdlaw.com  
13 chrisc@rgrdlaw.com

14 BRAD J. MOORE, WSBA #21802  
15 STRITMATTER KESSLER WHELAN KOEHLER  
16 MOORE KAHLER  
17 3600 15th Avenue W., Suite 300  
18 Seattle, WA 98119  
19 Telephone: 206/448-1777  
20 206/728-2131 (fax)  
21 Email: brad@stritmatter.com

22 ROSS E. SHANBERG (admitted *pro hac vice*)  
23 SHANBERG, STAFFORD & BARTZ LLP  
24 19200 Von Karman Avenue, Suite 400  
25 Irvine, CA 92612  
26 Telephone: 949/622-5444  
949/622-5448 (fax)  
Email: rshanberg@ssbfirm.com

JACK LANDSKRONER (admitted *pro hac vice*)  
DREW LEGANDO (admitted *pro hac vice*)  
LANDSKRONER • GRIECO • MERRIMAN, LLC  
1360 West 9th Street, Suite 200  
Cleveland, OH 44113  
Telephone: 216/522-9000  
216/522-9007 (fax)  
Email: jack@lgmlegal.com  
drew@lgmlegal.com

Attorneys for Plaintiffs

# **EXHIBIT A-1**

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

O&R CONSTRUCTION, LLC, Individually  
and on Behalf of All Others Similarly Situated,

Plaintiff,

vs.

DUN & BRADSTREET CREDIBILITY  
CORPORATION, et al.,

Defendants.

No. 2:12-cv-02184-TSZ

CLASS ACTION

NOTICE OF PROPOSED SETTLEMENT OF  
CLASS ACTION

EXHIBIT A-1

1 **TO: ALL PERSONS AND ENTITIES IN WASHINGTON STATE, OHIO, NEW JERSEY,**  
2 **NORTH CAROLINA AND CALIFORNIA WHO PURCHASED A CREDITBUILDER**  
3 **PRODUCT BETWEEN AUGUST 1, 2010 AND JANUARY 24, 2017.**

4 ACCORDING TO THE RECORDS MAINTAINED IN THIS ACTION, YOU  
5 PURCHASED ONE OR MORE CREDITBUILDER PRODUCTS DURING THE CLASS PERIOD.

6 THIS IS A LEGAL NOTICE OF A CLASS ACTION SETTLEMENT. YOU MAY ALSO  
7 HAVE RECEIVED ANOTHER NOTICE BY MAIL.

8 IF YOU DO NOTHING, YOU WILL RECEIVE A CHECK AS PART OF THE  
9 SETTLEMENT. PROCEED TO [HTTP://DANDBCREDITBUILDERLAWSUIT.COM](http://DANDBCREDITBUILDERLAWSUIT.COM) AND  
10 ENTER THE DUNS NUMBER \_\_\_\_\_ TO SEE YOUR ESTIMATED AWARD AMOUNT.

11 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS  
12 MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF  
13 YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE  
14 PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. IF YOU ARE DUE AN  
15 AWARD FROM THE NET SETTLEMENT FUND, IT WILL BE MAILED TO THE ADDRESS  
16 ON FILE AND WILL BE BASED ON RECORDS HELD BY DEFENDANTS. YOU NEED NOT  
17 COMPLETE A CLAIM FORM OR SEND ANY DOCUMENTATION. IF YOU BELIEVE YOUR  
18 ADDRESS ON FILE WITH DEFENDANTS OR OTHER INFORMATION IS INCORRECT,  
19 PLEASE FOLLOW THE INSTRUCTIONS FOR UPDATING THE INFORMATION  
20 AVAILABLE AT <http://dandbcreditbuilderlawsuit.com>.

21 This Notice of Proposed Settlement of Class Action (“Notice”), pursuant to Rule 23 of the  
22 Federal Rules of Civil Procedure and an Order of the United States District Court for the Western  
23 District of Washington (the “Court”), is to inform you of the proposed Settlement of the cases  
24 entitled *O&R Construction, LLC v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:12-cv-02184-  
25 TSZ; *Die-Mension Corp. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-00855-TSZ;  
26 *Vinotemp Int’l Corp., et al. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01021-TSZ;

*Altaflo, LLC v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01288-TSZ; and *Flow Sciences Inc. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01404-TSZ (collectively, the “Actions” or the “Litigation”) and of the hearing (the “Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as set forth in the Second Amended Stipulation of Settlement between Plaintiffs and Defendants, dated as of March 2, 2017 (the “Agreement”), which is on file with the Court. Unless otherwise defined, all capitalized terms used herein have the same meanings as set forth in the Agreement.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

#### ANSWERS TO FREQUENTLY ASKED QUESTIONS

<b>Am I a Settlement Class Member?</b>	The Settlement Class includes all Persons (and entities) in the states of Washington, New Jersey, Ohio, North Carolina and California that bought a CreditBuilder Product at any time between August 1, 2010 and January 24, 2017.
<b>What Do I Have to Do to Receive a Payment?</b>	Nothing. There is no claim form to send back. If you do not exclude yourself from the Settlement Class, a payment will be mailed to you at the address listed in the Settlement Class Member Records.
<b>What Is the Settlement Amount and What Can I Expect to Receive?</b>	The Settlement Amount is \$2,750,000.00. Each class member’s recovery, or “Award,” will be determined based upon the amount paid for the products at issue, minus any refunds or credits. The instructions on the front of this Notice will allow you to obtain the estimated Award you will receive. The Settlement net of fees and costs approved by the Court will then be distributed in a <i>pro rata</i> manner to all Settlement Class Members.
<b>What Are My Options?</b>	You can (i) <i>do nothing</i> and receive an Award, (ii) <i>exclude yourself</i> from the Settlement Class, in which case you will receive no payment, or (iii) <i>object to the Settlement</i> . The procedures for each option are listed below.

**What Am I Giving Up?**

If you do not exclude yourself from the Settlement Class, you are giving up the right to sue the Released Parties, listed below, based on any of the Released Claims, also listed below.

**I. STATEMENT OF PLAINTIFFS' RECOVERY**

The proposed Settlement will result in the creation of a cash settlement fund in the principal amount of \$2.75 million (\$2,750,000.00), plus any interest that may accrue thereon (the "Settlement Fund"). In addition, for a period of no less than two years, beginning no later than 60 business days after entry of the Final Judgment and Order Approving Settlement, D&B will have one additional full-time employee whose primary responsibility shall be responding to and enhancing the quality of responses to trade disputes.

The Settlement Fund, subject to deduction for, among other things, costs of class notice and administration, certain taxes and tax related expenses, and for attorneys' fees and expenses as approved by the Court, and any service awards granted by the Court, will be available for distribution to Settlement Class Members.

**II. REASONS FOR SETTLEMENT**

Plaintiffs believe that the proposed Settlement is a good recovery and is in the best interests of the Settlement Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that the Settlement Class would not have prevailed on any of its claims, in which case the Settlement Class would receive nothing. Also, the amount of damages that would have been recoverable was unclear and challenged by Defendants. The proposed Settlement provides a certain benefit to Settlement Class Members, and will avoid the years of delay that would likely occur in the event of a contested trial and any subsequent appeals.

**III. STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT**

Class Counsel have not received any payment for their services in conducting this Litigation on behalf of the Plaintiffs and members of the Settlement Class, nor have they been paid for their litigation expenses. If the Settlement is approved by the Court, Class Counsel will apply to the



1 Court for attorneys' fees of up to \$302,500, which is 11% of the Settlement Amount plus litigation  
 2 expenses not to exceed \$425,000 to be paid from the Settlement Fund. In addition, Class  
 3 Representatives may collectively seek up to a total amount of \$17,500.00 in service awards.

#### 4 **IV. IDENTIFICATION OF ATTORNEYS' REPRESENTATIVES**

5 For further information regarding this Settlement, you may contact the following  
 6 representative of Class Counsel: Rick Nelson, Robbins Geller Rudman & Dowd LLP, 655 West  
 7 Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900.

#### 8 **V. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

9 A hearing (the "Final Approval Hearing") will be held on \_\_\_\_\_, at \_\_\_\_\_, before the  
 10 Honorable Thomas S. Zilly, United States District Judge, at the United States District Court for the  
 11 Western District of Washington, 700 Stewart Street, Seattle, Washington 98101. The purpose of the  
 12 Final Approval Hearing will be to determine: (1) whether the proposed Settlement, as set forth in the  
 13 Agreement, consisting of Two Million, Seven Hundred and Fifty Thousand Dollars (\$2,750,000.00)  
 14 in cash, should be approved as fair, reasonable, and adequate to the members of the Settlement  
 15 Class; (2) whether the application by Class Counsel for an award of attorneys' fees and expenses and  
 16 the service awards to the Class Representatives should be approved; and (3) whether the Final  
 17 Judgment and Order Approving Settlement, in the form attached to the Agreement, should be  
 18 entered. The Court may adjourn the Final Approval Hearing from time to time and without further  
 19 notice to the Settlement Class.

#### 20 **VI. DEFINITIONS USED IN THIS NOTICE**

21 1. "Award" means the relief provided to a Settlement Class Member from the Net  
 22 Settlement Fund.

23 2. "Class Counsel" and "Plaintiffs' Counsel" mean the law firms of Robbins Geller  
 24 Rudman & Dowd LLP; Stritmatter Kessler Whelan Koehler Moore Kahler; Shanberg, Stafford &  
 25 Bartz LLP; and Landskroner • Grieco • Merriman, LLC.  
 26

3. “Class Representatives” or “Plaintiffs” mean O&R Construction, LLC (“O&R”), Dension Corporation (“DMC”), Vinotemp International Corporation (“Vinotemp”), CPrint<sup>®</sup>, Inc. (“CPrint”), Altaflo, LLC (“Altaflo”), and Flow Sciences Inc. (“Flow Sciences”).

4. “CreditBuilder Product(s)” means, and includes, all credit-on-self products and/or services created, marketed and/or sold by any Defendant, including but not limited to: CreditBuilder; CreditBuilder Lite; CreditBuilder Plus; CreditBuilder Premium; Concierge; CreditMonitor; CreditSignal; Credibility Review; Credit Alert; VERIFIED; Small Business Starter; ScoreBuilder; Trade References Add-Ons; Peers Add-Ons; Inquiries Add-Ons; DUNS File Creator; Risk Advisor; Business Advantage; Legacy Evergreen Subscription products and/or services; and Self-Monitor.

5. “Released Claims” means any and all manner of claims, including Unknown Claims, actions, causes of action, cross-claims, counter-claims, charges, demands, judgments, executions, suits, obligations, dues, debts, sums of money, accounts, reckonings, bonds, bills, specialties, setoffs, rights of recovery, agreements, decrees, matters, issues, controversies, or liabilities of any kind, nature or description whatsoever, whether direct, derivative or brought in any other capacity, whether class or individual, known or unknown, suspected or unsuspected, asserted or unasserted, accrued or unaccrued, foreseen or unforeseen, fixed or contingent, liquidated or not liquidated, in law or equity, or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, interest, penalties, fines, debts, expenses, attorneys’ fees, and damages, and liabilities of any nature whatsoever (including joint and several), directly or indirectly, arising on or after January 1, 2009, through the date of entry of a Preliminary Approval Order by the Court, and that Plaintiffs have or could have asserted in the Actions or that arise from or relate to the same transactional nucleus of facts, including, but not limited to, those that arise from or relate to: (i) any of Defendants’ credit-on-self products, including, without limitation, the CreditBuilder Products and Self-Awareness-Solutions Products; and/or (ii) D&B’s data, payment experience information, credit files, credit and other reports, scores and ratings, and inquiry calculations, including, without limitation, any publication of such information or the provision of such information to D&B’s

1 customers, DBCC's customers or any other person. The Released Claims are to be construed as  
 2 broadly as possible under applicable law; provided, however, that Plaintiffs will retain the right to  
 3 enforce the Agreement, the Preliminary Approval Order, and Final Judgment and Order Approving  
 4 Settlement, including orders relating to notice to the Settlement Class, or other related documents.

5 6. "Released Defendants' Claims" means any and all claims, including Unknown  
 6 Claims, arising out of the institution, prosecution, settlement or resolution of the Actions; provided,  
 7 however, that Defendants will retain the right to enforce the Agreement, the Preliminary Approval  
 8 Order, and the Final Judgment and Order Approving Settlement, including orders relating to notice  
 9 to the Settlement Class, or other related documents.

10 7. "Released Parties" means Defendants and each of their current, former or future  
 11 subsidiaries, affiliates, divisions, related companies, controlling persons, employees, representatives,  
 12 officers, directors, shareholders, parents, partners, joint venturers, insurers, creditors, agents,  
 13 attorneys (including Defendants' Counsel), heirs, executors, administrators, estates, predecessors,  
 14 successors, and assigns.

15 8. "Releasing Parties" means individually and collectively Plaintiffs and each member  
 16 of the Settlement Class, and to the extent permissible under applicable law, on behalf of themselves  
 17 and each of their current, former or future subsidiaries, affiliates, divisions, related companies,  
 18 parents, partners, joint venturers, insurers, creditors, agents, successors, assigns and, other than in  
 19 their individual capacities, their controlling persons, representatives, officers, directors, employees,  
 20 shareholders, attorneys, heirs, executors, and administrators.

21 9. "Unknown Claims" means all Released Claims that any of the Parties or Settlement  
 22 Class Members do not know or suspect to exist in his, her or its favor at the time of the release,  
 23 which if known by him, her, or it, might have affected his, her or its decision not to object to this  
 24 Settlement or release of the Released Parties, Plaintiffs, Plaintiffs' Counsel or Settlement Class  
 25 Members. With respect to any and all Released Claims and Released Defendants' Claims, the  
 26 Parties stipulate and agree that upon the Effective Date the Parties shall, to the fullest extent

permitted by law, fully, finally, and forever expressly waive and relinquish with respect to the Released Claims and the Released Defendants' Claims, any and all provisions, rights, and benefits of §1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to §1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

## **VII. PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports those claims. However, Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the claims asserted in the Litigation. Plaintiffs and their counsel believe that the Settlement set forth in the Agreement confers substantial benefits upon the Settlement Class. Based on their evaluation, Plaintiffs and their counsel have determined that the Settlement set forth in the Agreement is in the best interests of Plaintiffs and the Settlement Class.

## **VIII. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs and the Settlement Class in the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other allegations, the allegations that Plaintiffs or the Settlement Class have suffered any damage, or that Plaintiffs or the Settlement Class were harmed by the conduct

1 alleged in the Litigation or that could have been alleged as part of the Litigation. Defendants believe  
 2 that the evidence developed to date supports their position that they acted properly at all times and  
 3 that the Litigation is without merit. In addition, Defendants maintain that they have meritorious  
 4 defenses to all claims alleged in the Litigation.

5 Nonetheless, Defendants have concluded that further conduct of the Litigation would be  
 6 protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the  
 7 manner and upon the terms and conditions set forth in the Agreement. Defendants also have taken  
 8 into account the uncertainty and risks inherent in any litigation, especially in complex cases such as  
 9 this Litigation.

#### 10 **IX. TERMS OF THE PROPOSED SETTLEMENT**

11 A Settlement has been reached in the Litigation between Plaintiffs and Defendants, the terms  
 12 and conditions of which are set forth in the Agreement and the Exhibits thereto. The following  
 13 description of the proposed Settlement is only a summary, and reference is made to the text of the  
 14 Agreement, on file with the Court and accessible at <http://dandbcreditbuilderlawsuit.com> for a full  
 15 statement of its provisions.

16 The Settlement Fund consists of Two Million, Seven-Hundred and Fifty Thousand Dollars  
 17 (\$2,750,000.00) in cash, plus any interest earned thereon. In addition, for a period of no less than  
 18 two years, beginning no later than 60 business days after entry of the Final Judgment and Order  
 19 Approving Settlement, D&B will have one additional full-time employee whose primary  
 20 responsibility shall be responding to and enhancing the quality of responses to trade disputes.

21 A portion of the settlement proceeds will be used to pay attorneys' fees and expenses to Class  
 22 Counsel and service awards to the Class Representatives, to pay for Notice and Administration  
 23 Expenses, and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the Net  
 24 Settlement Fund) will be distributed to Settlement Class Members who are due an Award. Each  
 25 Settlement Class Member will receive an Award equal to the percentage of the Net Settlement Fund  
 26 that each Settlement Class Member's Net Purchase Amount bears to the total of all Net Purchase

Amounts. A Net Purchase Amount is calculated by taking the purchase price of the CreditBuilder Product that was purchased by the Settlement Class Member and deducting any refunds or credits received. No claim form is required and any Award will be mailed to Settlement Class Members. No more than six (6) months after the stale date, which is 120 days from the check issuance date, if any balance remains in the Net Settlement Fund, whether due to any Award payments being undeliverable or Award payments not being cashed, it shall be distributed to the Washington State Bar Foundation.

**X. THE RIGHTS OF SETTLEMENT CLASS MEMBERS**

If you are a Settlement Class Member, you may receive the benefit of, and you will be bound by the terms of, the proposed Settlement described in this Notice, upon approval of the proposed Settlement by the Court.

If you are a Settlement Class Member, you have the following options:

1. As described below, if you do nothing and are due an Award, the Award will be mailed to you at the address on file, provided by the Defendants.

2. You may request exclusion from the Settlement Class. If you timely and validly request exclusion from the Settlement Class pursuant to Section XII of this Notice and you do nothing further: (a) you are excluded from the Settlement Class; (b) you are not entitled to share in the proceeds of the Settlement described herein; (c) you are not bound by any judgment entered in the Litigation; and (d) you are not precluded, by reason of your decision to request exclusion from the Settlement Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

3. If you do not make a valid and timely request in writing to be excluded from the Settlement Class, you will be bound by any and all determinations or judgments in the Litigation in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class, and you shall be deemed to have, and by operation of the Final Judgment and Order Approving Settlement shall have, fully released all of the Released Claims against the Released Parties.

4. You may object to the Settlement and/or the application for attorneys' fees and expenses in the manner described in Section XVI below. Only those that submit valid objections as described below will be allowed to appear at the Final Approval Hearing.

5. If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before \_\_\_\_\_, 2017, and must serve copies of such appearance on the attorneys listed in Section XVI below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Class Counsel.

#### **XI. PARTICIPATION IN THE SETTLEMENT**

**TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU NEED NOT FILL OUT ANY CLAIM FORM. TO THE EXTENT YOU NEED TO UPDATE OR CORRECT YOUR MAILING ADDRESS, THE INSTRUCTIONS FOR DOING SO ARE AVAILABLE AT <http://dandbcreditbuilderlawsuit.com>.** Awards will be paid via United States Mail from the Net Settlement Fund to Settlement Class Members. Each Settlement Class Member shall receive an Award equal to the percentage of the Net Settlement Fund that each Settlement Class Member's Net Purchase Amount bears to the total of all Net Purchase Amounts. A Net Purchase Amount will be calculated by taking the purchase price of all CreditBuilder Products that the Settlement Class Member purchased during the Class Period and deducting any refunds or credits that the Settlement Class Member received, if any, for those products. The Settlement Administrator shall administer and calculate the Awards to Settlement Class Members based on the records supplied by Defendants and shall oversee distribution of the Net Settlement Fund to Settlement Class Members.

#### **XII. EXCLUSION FROM THE CLASS**

You may request to be excluded from the Settlement Class. To do so, you must mail or email a written request stating that you wish to be excluded from the Settlement Class to:

Mail address:



*D&B CreditBuilders Lawsuit*  
Settlement Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 40007  
College Station, TX 77842-4007

Email address: Information@gilardi.com

The Request for Exclusion must include: (1) your name, address, and telephone number; and (2) a statement that you wish to be excluded from the Settlement Class. The Request for Exclusion must be signed. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE \_\_\_\_\_, 2017. If you submit a valid and timely request for exclusion, you shall have no rights under this Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Agreement or the Final Judgment and Order Approving Settlement.

### **XIII. DISMISSAL AND RELEASES**

If the proposed Settlement is approved, the Court will enter the Final Judgment and Order Approving Settlement. Upon the Effective Date, Plaintiffs and each of the Settlement Class Members (excluding those that have submitted valid and timely Requests for Exclusion), for themselves and for any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Plaintiff or Settlement Class Member ever seeks or obtains by any means, including, without limitation, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Final Judgment and Order Approving Settlement shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims, against the Released Parties, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against the Released Parties except to enforce the releases and other terms and conditions contained in the Agreement or the Final Judgment and Order Approving Settlement entered pursuant thereto. In addition, upon the Effective Date, each of the Released Parties shall be deemed to have, and by operation of the Final Judgment and Order Approving Settlement shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel from all Released



Defendants' Claims, including Unknown Claims, arising out of or relating to the institution, prosecution and resolution of the Actions, except to enforce the terms and conditions contained in the Agreement.

#### **XIV. APPLICATION FOR FEES AND EXPENSES**

At the Final Approval Hearing, Plaintiffs' Counsel will request the Court to award attorneys' fees of up to \$302,500, which is 11% of the Settlement Amount, plus expenses not to exceed \$425,000. In addition, the Class Representatives may collectively seek up to \$17,500.00 in service awards for representing the Settlement Class. Such sums as may be awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Litigation on behalf of the Plaintiffs and the Settlement Class, nor have counsel been paid their expenses. The fee requested by Plaintiffs' Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class, and for their risk in undertaking this representation on a wholly-contingent basis. Plaintiffs' Counsel believe that the fee requested is well within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigation of this type.

#### **XV. CONDITIONS FOR SETTLEMENT**

The Settlement is conditioned upon the occurrence of certain events described in the Agreement. Those events include, among other things: (1) entry of the Final Judgment and Order Approving Settlement by the Court, as provided for in the Agreement; and (2) expiration of the time to appeal from the Final Judgment and Order Approving Settlement or to move to alter or amend it, or the determination of any such appeal or motion in a manner to permit the consummation of the Settlement substantially as provided for in the Agreement. If, for any reason, any one of the conditions described in the Agreement is not met, the Agreement might be terminated and, if terminated, will become null and void, and the parties to the Agreement will be restored to their

1 respective positions as of February 9, 2016. In that event, the Settlement will not proceed and no  
 2 payments will be made to Settlement Class Members.

3 **XVI. THE RIGHT TO OBJECT AND BE HEARD AT THE FINAL APPROVAL**  
 4 **HEARING**

5 Any Settlement Class Member who objects to any aspect of the Settlement, the application  
 6 for attorneys' fees and expenses or the service awards, must do so in writing. The written objection  
 7 must include: (i) the objecting Person's name, address, and telephone number; (ii) a statement of  
 8 whether the objector intends to appear at the Final Approval Hearing, either in person or through his,  
 9 her or its counsel; (iii) a statement of the objection and the grounds supporting the objection;  
 10 (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) the  
 11 objector's signature. All written objections must be filed with the Court at the below location and  
 12 received by the Parties' counsel identified below on or before \_\_\_\_\_, 2017 ("Objection Date"):

13 ***The Court:***

14 CLERK OF THE COURT  
 15 UNITED STATES DISTRICT COURT  
 16 WESTERN DISTRICT OF WASHINGTON  
 700 Stewart Street, Suite 2310  
 Seattle, Washington 98101

17 ***Class Counsel:***

18 Stuart A. Davidson  
 19 ROBBINS GELLER RUDMAN & DOWD LLP  
 120 East Palmetto Park Road, Suite 500  
 Boca Raton, Florida 33432

20 ***Counsel for Defendants:***

21 Richard F. Schwed  
 22 SHEARMAN & STERLING LLP  
 599 Lexington Avenue  
 23 New York, New York 10022

24 Timothy W. Loose  
 25 GIBSON, DUNN & CRUTCHER LLP  
 333 South Grand Avenue  
 26 Los Angeles, California 90071

Any Settlement Class Member who files and serves a written objection by the Objection Date may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense. Settlement Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must serve a notice of intention to appear on the Parties' counsel identified above, and file the notice of intention to appear with the Court, no later than twenty (20) days before the Final Approval Hearing, or as the Court may otherwise direct.

## **XVII. EXAMINATION OF PAPERS**

This Notice contains only a summary of the terms of the proposed Settlement and does not describe all of the details of the Agreement. For a more detailed statement of the matters involved in the Litigation, reference is made to the pleadings, to the Agreement, and to other papers filed in the Litigation, which may be inspected at the office of the Clerk of the Court, United States District Court for the Western District of Washington, 700 Stewart Street, Suite 2310, Seattle, Washington 98101. In addition, certain Settlement-related documents, including the Agreement, may be viewed at <http://dandbcreditbuilderlawsuit.com>.

If you have any questions about the Settlement, you may contact Class Counsel by writing to:

Stuart A. Davidson  
ROBBINS GELLER RUDMAN & DOWD LLP  
120 East Palmetto Park Road, Suite 500  
Boca Raton, Florida 33432

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

# **EXHIBIT A-2**

**EXHIBIT A-2**

**(Legal Notice)**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

**If You Purchased a CreditBuilder Product in  
Washington State, Ohio, New Jersey, North Carolina, and California  
Between August 1, 2010 and January 24, 2017  
You May Be Eligible for a Payment from a Class Action Settlement.**

ACCORDING TO THE RECORDS MAINTAINED IN THIS ACTION, YOU PURCHASED ONE OR MORE CREDITBUILDER PRODUCTS DURING THE CLASS PERIOD.

THIS IS A LEGAL NOTICE OF A CLASS ACTION SETTLEMENT. YOU MAY ALSO HAVE RECEIVED A MORE DETAILED NOTICE BY EMAIL.

IF YOU DO NOTHING, YOU WILL RECEIVE A CHECK AS PART OF THE SETTLEMENT. PROCEED TO [HTTP://DANDBCREDITBUILDERLAWSUIT.COM](http://DANDBCREDITBUILDERLAWSUIT.COM) AND ENTER THE DUNS NUMBER \_\_\_\_\_ TO SEE YOUR ESTIMATED AWARD AMOUNT.

A proposed settlement has been reached in class action lawsuits against The Dun & Bradstreet Corporation, Dun & Bradstreet, Inc. (together, "D&B") and Dun & Bradstreet Credibility Corporation ("DBCC") (together with D&B, "Defendants") regarding DBCC's CreditBuilder Products: *O&R Construction, LLC v. Dun & Bradstreet Credibility Corporation, et al.*, No. 2:12-cv-02184-TSZ (W.D. Wash.); *Die-Mension Corp. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-00855-TSZ (W.D. Wash.); *Vinotemp Int'l Corp., et al. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01021-TSZ (W.D. Wash.); *Altaflo, LLC v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01288-TSZ (W.D. Wash.); and *Flow Sciences Inc. v. Dun & Bradstreet Credibility Corp., et al.*, No. 2:14-cv-01404-TSZ (W.D. Wash.). In the lawsuits, Plaintiffs allege that the value and effectiveness of the CreditBuilder Products were misrepresented. Defendants deny the claims. The Court has not decided which side is right. All capitalized terms used herein have the same meanings as set forth in the Second Amended Stipulation of Settlement dated March 2, 2017 that was entered into by Plaintiffs and Defendants in the above-referenced lawsuits ("Agreement"). The Agreement can be found online at <http://dandbcreditbuilderlawsuit.com>.

**Who's Included in the Class?** Defendants' Settlement Class Member Records show that **you are a Settlement Class Member**. The Settlement Class includes all Persons in Washington State, Ohio, New Jersey, North Carolina and California who purchased a CreditBuilder Product from August 1, 2010 through January 24, 2017.

**What Are the Settlement Terms?** The proposed Settlement will result in a Settlement Fund of \$2,750,000.00 plus interest. In addition, for a period of no less than two years,

beginning no later than 60 business days after entry of the Final Judgment and Order Approving Settlement, D&B will have one additional full-time employee whose primary responsibility shall be responding to and enhancing the quality of responses to trade disputes. Your share of the Net Settlement Fund, set forth above, is based on the purchase price of the CreditBuilder Product, less any refunds or credits. Each Settlement Class Member's Award is equal to their *pro rata* share of the Net Settlement Fund based on the percentage of the Net Settlement Fund that each Settlement Class Member's Net Purchase Amount bears to the total of all Net Purchase Amounts. To receive an Award, You Need Not Do Anything. No claim form is required and any Award will be mailed to you. If you want to update your address, or believe that the Net Purchase Amount listed above is incorrect, you may visit <http://dandbcreditbuilderlawsuit.com>, contact the Settlement Administrator at (877) 369-4076, or write to *D&B CreditBuilders Lawsuit*, Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 40007, College Station, TX 77842-4007, to submit additional information. No more than six (6) months after the stale date, which is 120 days from the check issuance date, if any balance remains in the Net Settlement Fund, whether due to any Award payments being undeliverable or Award payments not being cashed, it shall be distributed to the Washington State Bar Foundation. Any questions or additional information about your estimated Award must be submitted on or before \_\_\_\_\_, 2017. If you remain part of the Settlement Class, you will release your claims against Defendants.

**How was my estimated Award calculated?** Your estimated Award was calculated by calculating your *pro rata* share of the Settlement Fund after estimated payments of attorneys' fees, litigation expenses, service awards to Class Representatives, and certain Settlement administration expenses. Your Award may vary from the estimated Award depending on (i) variations between actual and estimated payments of attorneys' fees, litigation expenses, service awards to Class Representatives, and certain Settlement administration expenses, and (ii) the extent to which other Settlement Class Members opt out of the Settlement.

**Your Rights May Be Affected.** If you do not want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_. If you stay in the Settlement, you may object to it by \_\_\_\_\_. Instructions on how to exclude yourself or object are contained in the detailed Notice of Proposed Settlement of Class Action at the website listed below. The Court is scheduled to hold a hearing on \_\_\_\_\_, at \_\_\_\_\_ to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$302,500, which is 11% of the Settlement Amount, litigation expenses not to exceed \$425,000, and service awards for the Class Representatives of up to \$17,500.00. You will only be allowed to object at the hearing if you have filed a written objection as explained in the Notice of Proposed Settlement of Class Action. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing. For more information visit the website:

<http://dandbcreditbuilderlawsuit.com>